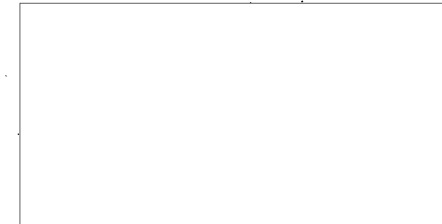


STAT



In reply refer to:  
SP2-554

31 December 1962

Dear Wendell:

Enclosed are three (3) copies of Amendment No. 9, and one (1) set of closure forms, for Subcontract No. 100-9 ("C" Program).

This amendment, the final amendment to the Subcontract, concludes that Subcontract and establishes the total incurred costs (including fixed fee) for the completion of all contractually authorized work, consistent with the Audit Liaison Officer's final audit report OSA-0916-62 #1025 dated 17 August 1962.

All copies of the enclosed have been executed by the parties thereto. If you find this amendment is acceptable, please signify your concurrence by signing and return two (2) of the copies to my attention. The third copy of the amendment, along with the set of the closure forms, may be retained for your files.

We will appreciate your prompt execution of the enclosed amendment.

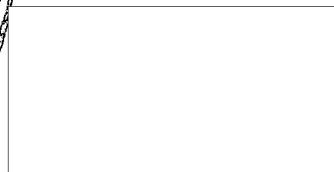
Very truly yours,



WMJ:ch

Enclosure

*Two (2) copy of subcontract  
forwarded to*



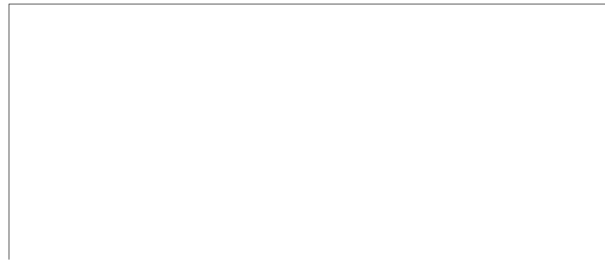
*1/15/63*

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RT-100  
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K-1*

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STAT



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AMENDMENT NO. 9

SP2-486

Dated: 9 Nov. 1962

to

Subcontract No. 100-9

between

LOCKHEED MISSILES & SPACE COMPANY  
A Group Division of Lockheed Aircraft Corporation  
Sunnyvale, California

and

ITEK CORPORATION  
Optical Systems Division  
Boston, Massachusetts

STAT

By this AMENDMENT NO. 9 to Subcontract No. 100-9, the parties hereto agree as follows:

1. ESTIMATED COST AND FIXED FEE: Revise as follows:

"The estimated cost and fixed fee for complete performance of this subcontract are as follows:

Estimated Cost	\$5,183,028.56
Fixed Fee	213,076.00

Total Estimated Cost and Fixed Fee	<hr/> \$5,396,104.56"
---------------------------------------	-----------------------

2. ALLOTMENT OF FUNDS:

- a. Paragraph A: DELETE the figure " 5,317,051.00" and, in lieu thereof, INSERT the figure " 5,396,104.56".

This AMENDMENT NO. 9 reflects Subcontractor's total incurred costs for performance hereunder (including fixed fee), as approved by the cognizant Government Audit Agency.

SPECIAL  
HANDLING

Except as specifically amended herein, all the terms and conditions of SUBCONTRACT NO. 100-9 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

ITEK CORPORATION

By

Title Vice President

Date

LOCKHEED AIRCRAFT CORPORATION

By

Title Manager, Space Systems  
Division Subcontracts

Date

23 November 1963

REVIEWED AND APPROVED

(Contracting Officer)

Date

January 15 1965

**SPECIAL  
HANDLING**

STAT

RELEASESubcontract No. 100-9

Pursuant to the terms of Subcontract No. 100-9 and in consideration of the sum of Five Million, Three Hundred Ninety-Six Thousand, One Hundred Four Dollars and Fifty-Six Cents (\$5,396,104.56) which has been or is to be paid under the said subcontract to Itek Laboratories, a Division of Itek Corporation, 10 Maguire Road, Lexington, Massachusetts (hereinafter called the Subcontractor) or its assignees, if any, the Subcontractor, upon payment of the said sum by the Lockheed Missiles and Space Company (hereinafter called the Contractor) does remise, release and discharge the Contractor and the Government, their officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subcontract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Subcontractor, as follows:

NONE

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Subcontractor to third parties arising out of the performance of the said subcontract, which are not known to the Subcontractor on the date of the execution of this release and of which the Subcontractor gives notice in writing to the Contractor within the period specified in the said subcontract.

3. Claims for reimbursement of costs (other than expenses of the Subcontractor by reason of its indemnification of the Contractor against patent liability), including reasonable expenses incidental thereto, incurred by the Subcontractor under the provisions of the said subcontract relating to patents.

The Subcontractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said subcontract, including without limitation those provisions relating to notification to the Contractor and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 18th day of December 1962.

ITEK LABORATORIES

A

By

TITLE Vice President

I,                     , certify that I am the Secretary of the corporation named as Subcontractor in the foregoing release; that                      who signed said release on behalf of the Subcontractor was then Vice President of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

ASSIGNMENT OF REFUNDS, REBATES AND CREDITSSubcontract No. 100-9

Pursuant to the terms of Subcontract No. 100-9 and in consideration of the reimbursement of costs and payment of fee, as provided in the said subcontract and any assignment thereunder, Itek Laboratories, a Division of Itek Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Subcontractor) does hereby:

1. Assign, transfer, set over and release to the Lockheed Missiles and Space Company (hereinafter called the Contractor) and the United States of America (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the said subcontract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contractor checks for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said subcontract and may be applied to reduce any amounts otherwise payable to the Contractor and the Government under the terms hereof.
3. Agree to cooperate fully with the Contractor and the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit the Contractor and the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 18th day of December 1962.

ITEK LABORATORIES

A DIVISION OF ITEK CORPORATION

BY

TITLE Vice President

I, [redacted] certify that I am the Secretary of the corporation named as subcontractor in the foregoing assignment; that [redacted] who signed said assignment on behalf of the Subcontractor was then Vice President of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(CORPORATE SEAL)

14 00089332D

**REPORT OF INVENTIONS AND SUBCONTRACTS**

(Pursuant to "Patent Rights" Contract Clause)

Form Approved

Budget Bureau No. 22-R160

**INSTRUCTIONS TO CONTRACTOR**

This form may be used for INTERIM and FINAL reports, and when used shall be completed and forwarded to the Contracting Officer in triplicate.

An INTERIM report shall be submitted at least every twelve months, commencing with the date of the contract, and should include only those inventions and subcontracts for which complete information has not previously been reported.

A FINAL report shall be submitted as soon as practicable after the work under the contract is complete and shall include (a) a summary of all inventions required by the contract to be reported, including all inventions previously reported and any inventions since the last INTERIM report; and (b) any required information for subcontracts which has not previously been reported.

**1. NAME AND ADDRESS OF CONTRACTOR**

Itek Laboratories, a Division of Itek Corporation  
10 Maguire Road  
Lexington 73, Massachusetts

**2. CONTRACT NUMBER**

100-9

**3. TYPE OF REPORT (check one)**
☐ a. INTERIM ☒ b. FINAL
**SECTION I - INVENTIONS ("Subject Inventions" required to be reported by the "Patent Rights" clause)****4. INVENTION DATA (check one)**
☒ a. THERE WERE NO INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE

☐ b. LISTED BELOW ARE INVENTIONS WHICH REASONABLY APPEAR TO BE PATENTABLE. ANY INVENTION DISCLOSURES WHICH HAVE NOT BEEN PREVIOUSLY SUBMITTED TO THE CONTRACTING OFFICER ARE ATTACHED TO THIS REPORT.

NAME OF INVENTOR	TITLE OF INVENTION	PATENT APPLICATION SERIAL NUMBER AND CONTRACTOR'S DOCKET NO.	(iv) CONTRACTOR HAS FILED OR WILL FILE U.S. PATENT APPLICATION		(v) CONFIRMATORY LICENSE OR ASSIGNMENT HAS BEEN FORWARDED TO CONTRACTING OFFICER	
			YES	NO	YES	NO

**SECTION II - SUBCONTRACTS (Containing a "Patent Rights" clause)****5. LISTED BELOW IS INFORMATION REQUIRED BUT NOT PREVIOUSLY REPORTED FOR SUBCONTRACTS. (If not applicable, write "None".)**

(i) NAME AND ADDRESS OF SUBCONTRACTOR	(ii) SUBCONTRACT NUMBER	(iii) DATE CLAUSE FURNISHED TO CONTRACTING OFFICER	(iv) DATE SUBCONTRACT COMPLETED
Fairchild Camera and Instrument Corporation Defense Products Division 300 Robbins Lane Syosset, Long Island, New York	9103-F	12/31/58	Sept. 1960

**SECTION III - CERTIFICATE**

CONTRACTOR CERTIFIES THAT THIS REPORT OF INVENTIONS AND SUBCONTRACTS, INCLUDING ANY ATTACHMENTS, IS CORRECT TO THE BEST OF THE CONTRACTOR'S KNOWLEDGE AND BELIEF.

DATE November 1, 1961 NAME AND TITLE OF AUTHORIZED OFFICIAL (Print or Type) Director, Administration & Control Division

DD FORM 1 NOV 61

GPO 906363

LC-397

**ROYALTY REPORT**

(For Contract Designated Below)

Form Approved

Budget Bureau No. 22-R145

**INSTRUCTIONS TO CONTRACTOR:** To be completed and forwarded to the Contracting Officer, in quadruplicate, as soon as practicable after the execution of the contract and in any event prior to final payment under the contract. If royalties in excess of \$250 have not been paid or are not to be paid to any ONE licensor, complete only items 1, 2 and 9. If royalties in excess of \$250 have been paid or are to be paid to any ONE licensor, complete items 1 through 9 of the form, showing in Section II the information regarding ONE such licensor. If information regarding MORE THAN ONE licensor must be furnished, complete items 1 and 2 and all of Section II on separate copies of the form for each additional licensor and attach to the signed report form.

**SECTION I**

1. NAME AND ADDRESS OF CONTRACTOR

Itek Laboratories, a Division of Itek Corporation  
10 Maguire Road  
Lexington, Massachusetts

2. CONTRACT NUMBER

100-9

3. CONTRACT TYPE (Check one)

☒ a. COST-REIMBURSEMENT☐ b. FIXED-PRICE

4. SUBJECT MATTER OF CONTRACT (Include quantities if practicable to do so)

5. NUMBER OF LICENSORS IN ADDITION TO LICENSOR NAMED IN ITEM 6

**SECTION II**

6. NAME AND ADDRESS OF LICENSOR (If more than one licensor, see Instructions to Contractor above)

7. PATENT NUMBERS OR SERIAL NUMBERS AND FILING DATES OF PATENT APPLICATIONS CONSTITUTING THE BASIS FOR SUCH ROYALTIES, OR IF ROYALTIES ARE NOT PREDICATED ON PATENTS OR PATENT APPLICATIONS, BASIS ON WHICH ROYALTIES ARE PREDICATED

**MANNER OF COMPUTING ROYALTIES**

BRIEF IDENTIFICATION OF ROYALTY-BEARING UNIT OR PROCESS

b. ROYALTY RATE ON ABOVE UNIT OR PROCESS (Percent or dollars)

c. TOTAL AMOUNT OF ROYALTIES (Including first \$250)

**SECTION III**

9. **CERTIFICATE:** CONTRACTOR CERTIFIES, IF ITEMS 3 THROUGH 8 HAVE NOT BEEN COMPLETED, THAT ROYALTIES IN EXCESS OF \$250 HAVE NOT BEEN PAID AND ARE NOT TO BE PAID TO ANY ONE LICENSOR IN CONNECTION WITH THE PERFORMANCE OF THE ABOVE IDENTIFIED CONTRACT. CONTRACTOR CERTIFIES THAT ITEMS 5 THROUGH 8, IF COMPLETED, AND ALL ATTACHMENTS REQUIRED FOR SUCH ITEMS, ARE TRUE AND CORRECT AS TO PAST TRANSACTIONS AND REPRESENT CONTRACTOR'S BEST ESTIMATE AS TO FUTURE TRANSACTIONS INCLUDED IN THIS REPORT.

DATE

NAME AND TITLE OF AUTHORIZED OFFICIAL (Print or Type)

SIGNATURE OF AUTHORIZED OFFICIAL

10. **CLEARANCE:** (Not to be signed by Contractor) - THIS REPORT WHEN SIGNED BELOW BY A PROPERLY AUTHORIZED PERSON AUTHORIZES CLEARANCE OF THE ABOVE DESIGNATED CONTRACT FROM THE PAYMENT-WITHOLDING PROVISIONS OF THE ROYALTY REPORTING REQUIREMENTS THEREOF.

DATE

1 November 1961

SIG

Director,  
Administration & Control

Division

DD FORM 1 APR 58